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5 IN THE UNITED STATES DISTRICT COURT
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7 FOR THE NORTHERN DISTRICT OF CALIFORNIA
89 UNIVERSAL TRADING & INVESTMENT
10 COMPANY, a Massachusetts corporation

No. C-99-3073 MMC

11 Plaintiff,

12 v.
13PETRO MIKOLAYEVICH KIRITCHENKO,
14 an individual, et al.,

Defendants. /

**ORDER DENYING PLAINTIFF'S
EMERGENCY MOTION FOR
ADMINISTRATIVE RELIEF FOR LEAVE
TO FILE MEMORANDUM IN
OPPOSITION TO MOTION FOR ORDER
PERMITTING RECOVERY OF
ATTACHMENT BONDS AND FOR
RECONSIDERATION**15
16 Before the Court is plaintiff Universal Trading & Investment Company's ("UTI")
17 "Emergency Motion for Administrative Relief for Leave to File Memorandum in Opposition
18 to Motion for Order Permitting Recovery of Attachment Bonds and for Reconsideration"
19 ("Emergency Motion"), filed October 13, 2010. Defendants Peter Kiritchenko, Ludmilla
20 Kiritchenko, Brancross U.S. Holdings, Inc., BRC Property Holdings, LLC, and Xanadu
21 Property Holdings, LLC's (collectively, "defendants") have filed opposition.¹22 Liberally construed, UTI's Emergency Motion requests (1) leave to file, pursuant to
23 Civil Local Rule 7-9, a motion for reconsideration of the Court's October 13, 2010 Order
24 Granting Defendants' Motion for Order Permitting Recovery on Attachment Bonds ("Bond
25 Order"); and, (2) pursuant to Civil Local Rule 7-11, leave to file in connection therewith
26 additional opposition to defendants' Motion for Order Permitting Recovery of Attachment
27 Bonds ("Bond Motion").28

¹ Civil Local Rule 7-11 does not provide for a reply. See Civil L.R. 7-11(c).

1 Civil Local Rule 7-9 provides that “[n]o party may notice a motion for reconsideration
2 without first obtaining leave of Court to file the motion.” See Civil L.R. 7-9(a). Said rule
3 further provides:

4 The moving party must specifically show:

5 (1) That at the time of the motion for leave, a material difference in fact or
6 law exists from that which was presented to the Court before entry of the
7 interlocutory order for which reconsideration is sought. The party must
8 also show that in the exercise of reasonable diligence the party applying
9 for reconsideration did not know such fact or law at the time of the
10 interlocutory order; or

11 (2) The emergence of new material facts or a change of law occurring
12 after the time of such order; or

13 (3) A manifest failure by the Court to consider material facts or dispositive
14 legal arguments which were presented to the Court before such
15 interlocutory order.

16 Civil L.R. 7-9(b). Additionally, the rule expressly prohibits the repetition of arguments that
17 were “made by the applying party in support of or in opposition to” the order for which
18 reconsideration is sought. See Civil L.R. 7-9(c).

19 By its Bond Order, the Court denied UTI’s request for an extension to file additional,
20 untimely, opposition to defendants’ Bond Motion and granted defendants’ motion. UTI now
21 seeks leave to move for reconsideration of the Bond Order on the basis of the “emergence
22 of new material facts . . . which were not before this Court.” (See Emergency Mot. at 2:7-
23 8.) UTI’s Emergency Motion identifies no such facts, however, and none are apparent from
24 UTI’s proposed opposition, filed concurrently therewith. (See Pl.’s Mem. in Opp. to
25 Kiritchenko’s Defs.’ Mot. for an Order Permitting Recovery of Attachment Bonds (setting
26 forth no facts asserted to have emerged after the filing of the Bond Motion or any earlier
27 facts not discoverable with reasonable diligence).) Further, UTI’s failure to meet its burden
28 under Local Rule 7-9 renders UTI’s request under Local Rule 7-11 moot.

Accordingly UTI’s Emergency Motion is hereby DENIED.

IT IS SO ORDERED.

Dated: November 1, 2010


MAXINE M. CHESNEY
United States District Judge